

Date: SEPTEMBER 1, 2006Loan Number: Pedaeed
[Redacted]Borrower Name: KENNETH J. TAGGARTProperty Address: 45 HERON ROAD, HOLLAND, PENNSYLVANIA 18966-2109

5 YEAR INTEREST ONLY ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE 2 YEAR LIBOR ARM

This disclosure describes the features of an Adjustable Rate Mortgage (ARM) program you are considering, which is called the 5 YEAR INTEREST ONLY/2 YEAR LIBOR ARM. The interest rate and payment amount may each change during the term of this loan. Information on other ARM programs available from the lender will be provided upon request.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

- Beginning on the first Interest Rate Change Date, your interest rate will be based on an index rate plus a margin. Please ask us for our current interest rate and margin.
- Your initial interest rate will not be equal to an index rate plus a margin. If the initial interest rate is below the then current index plus margin ("the fully indexed rate"), then the initial interest rate will be a "discounted" interest rate. Please ask us about the amount of the current discount.
- The index rate is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. If this index is no longer available at any Interest Rate Change Date, the lender will choose a new index that is based on comparable information and will give you notice of this change.
- When your interest rate changes, your new interest rate will equal the index rate, which is the most recently available index rate as of the first business day of the month immediately preceding the Interest Rate Change Date, plus the margin rounded to the nearest one-eighth percent (.125%).
- Payments made during the first 5 (five) years will be applied towards interest only. This means that the regular monthly payments will not reduce the principal balance during the first 5 (five) years of your loan.
- Beginning in year 6 (six), payments will be applied towards principal and interest.
- During the period that you make payments of interest only, your payment will be based on the interest rate and loan balance. After that period, your payment will be based on the interest rate, loan balance and remaining loan term. Therefore, NO NEGATIVE AMORTIZATION WILL EVER OCCUR under this loan program.

HOW YOUR INTEREST RATE CAN CHANGE

- Your interest rate can change on your 24th payment date and every 6 months thereafter (the "Interest Rate Change Date") to a rate equal to the index value plus the margin, rounded to the nearest .125%, subject to the following limits:
 - Your interest rate cannot increase by more than three percentage points (3.00%) at the first Interest Rate Change Date and cannot increase or decrease by more than one percentage point (1.00%) at each Interest Rate Change Date thereafter (the "Periodic Rate Cap").
 - Your interest rate over the life of the loan cannot increase by more than six percentage points (6.00%) above the initial interest rate (the "Lifetime Rate Cap").
 - Your interest rate will never be less than a minimum, or floor, rate equal to the initial interest rate (the "Lifetime Floor Rate").



NOTICE TO BORROWER(S) REQUIRED BY FEDERAL LAW AND FEDERAL RESERVE BOARD REGULATION Z
 BORROWER(S) KENNETH J. TAGGART
 ADDRESS 45 HERON ROAD
 CITY/STATE/ZIP HOLLAND, PENNSYLVANIA 18966-2109

DATE: SEPTEMBER 15, 2006

LOAN NO. REDACTED*Redacted*

LENDER: Decision One Mortgage Company, LLC
 3023 HSBC Way
 Fort Mill, SC 29715

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
11.4442 %	\$ 1,039,053.24	\$ 379,867.01	\$ 1,418,920.25

PAYMENT SCHEDULE:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
24	2,790.67	MONTHLY COMMENCING 11-01-06 AND ON THE SAME DAY OF EACH MONTH THEREAFTER	1	4,011.67	10-01-36
6	3,596.17	11-01-08			
6	3,876.20	05-01-09			
323	4,034.36	11-01-09			

DEMAND FEATURE: This loan does not have a Demand Feature. This loan has a Demand Feature.
 All disclosures are based on an assumed maturity date of one year.

VARIABLE RATE FEATURE: This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: 45 HERON ROAD, HOLLAND, PENNSYLVANIA 18966-2109
 You are giving a security interest in the goods or property being purchased.
 Other:

ASSUMPTION: A subsequent purchaser of this property: cannot assume the remainder of the mortgage on the original terms.
 may under certain circumstances, be allowed to assume the remainder of the mortgage on the original terms.

FILING / RECORDING FEES: 129.50

INSURANCE: Credit life, accident, health or loss of income insurance is not required in connection with this loan. This loan transaction requires the following insurance: Hazard Insurance Flood Insurance Private Mortgage Insurance You may obtain property insurance from anyone you want that is acceptable to Lender.

LATE CHARGES: If your payment is more than 15 days late, a late charge of 5.0% of the overdue payment amount will be due from you.

PREPAYMENT: If you payoff your loan early you: may will not be charged a penalty to prepay this loan in full or in part.
 may will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, right to accelerate before scheduled maturity date, pre-payment refunds and penalties, and further information regarding security interests and the policy regarding assumption of the (e) appearing by a date or figure means it is an estimate.

I/We hereby acknowledge reading and receiving a complete copy of this disclosure along with copies of documents referred to in this disclosure.

Kenneth J. Taggart 9/15/06
 KENNETH J. TAGGART
 BORROWER / DATE

BORROWER / DATE

BORROWER / DATE

BORROWER / DATE

*(A2)**(A2)*

U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.
Article Sent To: (to be completed by mailer)

*Blank Done
c/o John Lincoln
130 N. 18th St 1 Legas Sq
Punta R 19103*



PS Form 152 May 2002

DELIVERY CONFIRMATION NUMBER:
0308 2040 0000 2239 9350**U.S. Postal Service™ Delivery Confirmation™ Receipt**

Postage and Delivery Confirmation fees must be paid before mailing.
Article Sent To: (to be completed by mailer)

*Wells Fargo Place Mortgage Inc
P.O. Box 1-049 1-Home Office
Des Moines IA 50328*



PS Form 152, May 2002

DELIVERY CONFIRMATION NUMBER:
0308 2040 0000 2239 9350**POSTAL CUSTOMER:**

Keep this receipt. For inquiries:
Access internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)
 Priority Mail™ Service
 First-Class Mail® parcel
 Package Services parcel

(See Reverse)

Postage and Delivery Confirmation fees must be paid before mailing.
Article Sent To: (to be completed by mailer)

POSTAL CUSTOMER:
Keep this receipt. For inquiries:
Access internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

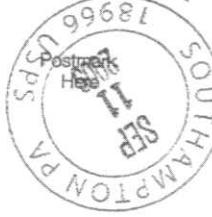
- Priority Mail™ Service
- First-Class Mail® parcel
- Package Services parcel

(See Reverse)

U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.
Article Sent To: (to be completed by mailer)

*America's Servicing Company
P.O. Box 10328
Des Moines IA 50306-0328*



PS Form 152, May 2002

DELIVERY CONFIRMATION NUMBER:
0308 2040 0000 2239 9350

POSTAL CUSTOMER:
Keep this receipt. For inquiries:
Access internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

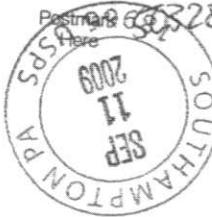
- Priority Mail™ Service
- First-Class Mail® parcel
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(See Reverse)

U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.
Article Sent To: (to be completed by mailer)

*Wells Fargo C/o Deutsche Bank
MAE X 240-1-049 NAT
1 Home Office
Des Moines IA*



PS Form 152, May 2002

DELIVERY CONFIRMATION NUMBER:
0308 2040 0000 2239 9350

POSTAL CUSTOMER:
Keep this receipt. For inquiries:
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www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

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- First-Class Mail® parcel
- Package Services parcel

(See Reverse)

(A3)

(A3)

Postage and Delivery Confirmation fees must be paid before mailing.
Article Sent To: (to be completed by mailer)

POSTAL CUSTOMER:
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POSTAL CUSTOMER:
Keep this receipt. For inquiries:
Access internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

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- First-Class Mail® parcel
- Package Services parcel

(See Reverse)

September 11,2009
Kenneth J Taggart
45 Heron Rd
Holland, Pa 18966

RE; Loan for 45 Heron Rd; Holland, Pa 18966
Loan # [REDACTED]

ASC - America's Servicing Company
P.O. Box 10328
Des Moines, IA. 50306-0328

Wells Fargo Home Mortgage, Inc.
Mac x2401-049
1 Home Campus
Des Moines, IA. 50328

Deutsche Bank National Trust Company
Trustee for Morgan Stanley ASB Capital, Inc.
Trust 2007-HE2
C/O Wells Fargo Home Mortgage Inc
Mac x2401-049
1 Home Campus
Des Moines, IA. 50328

To Customer Service,

I Kenneth J Taggart would like to Rescind my loan due to recent discoveries of irregularities and failure to disclose terms under The Federal Truth-In-Lending Act And the Real Estate Settlement & Procedures Act, and outright fraud.

I Kenneth J Taggart would like to cancel my loan effective immediately. Please take all necessary steps within 20 days after receipt of this notice to comply with rescission. Please take necessary steps to complete rescission.

Kenneth J Taggart

[Signature]
September 11,2009

Cc: Blank Rome/Attorneys for defendants

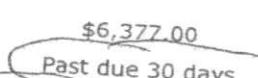
(A4)

(A4)

Case 2:09-cv-01281-MAM Document 26-4 Filed 04/12/10 Page 5 of 18
Balance: \$0.00
Limit: \$0.00
Past Due: 0
Payment Status: Paid satisfactorily
Comments: Credit line closed-consumer request-reported by subscriber


12-Month Payment History

Date: Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar
00 00 00 00 00 00 00 01 01 01 01 01 01 01 01 01 01 01 01 01 01 01 02 02 02
Experian: OK OK OK OK OK OK ND OK OK OK OK
AMERICAS SERVICING CO

EXPERIAN	
Account Name:	AMERICAS SERVICING CO.
Account Number:	
Acct Type:	Conventional Real Estate Loan Including Purchase Money Fin.
Acct Status:	Open
Monthly Payment:	\$3,189.00
Date Open:	9/1/2006
Balance:	\$377,258.00
Terms:	360 Months
High Balance:	
Limit:	
Past Due:	\$6,377.00
Payment Status:	 Past due 30 days
Comments:	Account in dispute-reported by subscriber

EQUIFAX

TRANSUNION

Jones
Pewett
Due
June 1, 2003

12-Month Payment History

EXPERIAN

Account Name:	BANK OF AMERICA
Account Number:	XXXXXX
Acct Type:	Check Credit Or Line Of Credit
Acct Status:	Closed
Monthly Payment:	\$477.00
Date Open:	8/1/2007
Balance:	\$23,562.00
Terms:	Revolving
High Balance:	\$24,143.00
Limit:	\$25,000.00
Past Due:	
Payment Status:	Current
Comments:	Credit line closed-grantor request-reported by subscriber

EQUIFAX

TRANSUNION

24-Month Payment History

A5

Case 2:09-cv-01281-MAM Document 26-4 Filed 04/12/10 Page 6 of 18

short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History 18 Years, 7 Months
 Average Account Age 4 Years, 5 Months
 Oldest Account CITI CARD (Open since 1989)
 Most Recent Account GEICO (Opened 3/2008)

Equifax

Inquiries - Requests for your Credit History

Numerous inquiries on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years

9

Most Recent Inquiry

~~RESCUE SERVICES (06/08/08)~~

Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records

0

Negative Accounts

1

Collections

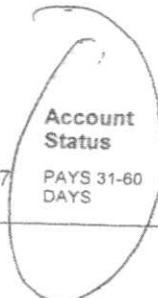
0

Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

Open Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
AMERICA'S SERVICING CO	██████████	09/2006	\$377,258	06/2008	\$6,377	PAYS 31-60 DAYS	\$0



AMERICA'S SERVICING CO

7495 New Horizon Way
 Frederick, MD-217038388
 (301) 696-7482

Account Number:	██████████	Current Status:	PAYS 31-60 DAYS
Account Owner:	Individual Account	High Credit:	\$382,500
Type of Account <input checked="" type="checkbox"/>	Mortgage	Credit Limit:	\$0
Term Duration:	360 Months	Terms Frequency:	Monthly (due every month)
Date Opened:	2006/09	Balance:	\$377,258
Date Reported:	06/2008	Amount Past Due:	\$6,377
Date of Last Payment:	06/2008	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$3,189	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	16
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional

AC

Consumer Statement

None Reported

*Trans Union***SUMMARY**

TOTAL ACCOUNTS:	31	OPEN ACCOUNTS:	17
CLOSED ACCOUNTS:	14	DELINQUENT:	1
DEROGATORY:	0	BALANCES:	1574983
PAYMENTS:	11018	PUBLIC RECORDS:	0
INQUIRIES (last years):	11		

ACCOUNT HISTORY**At-a-glance viewing of your payment history**

X	OK	30	60	90	120	150	PP	RF	CO	
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late	150+ days late	Payment plan	Repossession Foreclosure	Collection Chargeoff

Real Estate Accounts: Primary and secondary mortgages on your home

ASC

Account No.:	106112712***	Condition:	Open
Balance:	\$377258	Type:	Conventional real estate mortgage
Pay Status:	Late 30 Days	Past Due:	\$6377
High Balance:	\$382500	Terms:	360 months
Limit:		Payment:	\$0
Opened:	09/15/2006	Reported:	06/13/2008

6/26/2008

<https://www.truecredit.com/products/merge/viewPrintableReportSingle?printView=true&cb=TransUnion>

line Personal Credit Reports & Credit Scores - TrueCredit

Page 2 of 14

Responsibility: Individual

Late Payments (last 7 years):

30 Days Late:	0
60 Days Late:	0
90 Days Late:	0

Two Year Payment History:

TransUnion

OK OK

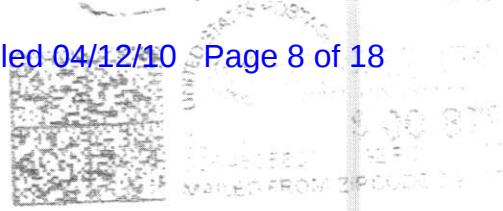
Jun Jul Aug Sep Oct Nov Dec '07 Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec '08 Feb Mar Apr May

Remarks:

TransUnion] Account information disputed by consumer, meets FCRA requirements

(A7)

COUNTRYWIDE



Forwarding Service Requested

KENNETH J. TAGGART
45 HERON ROAD
HOLLAND, PENNSYLVANIA 18966-2109

R
Sept 5
Post mark

Dear Applicant:

Please

Received
9/20/06

(A8)

(A8)

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
AMERICA'S SERVICING CO	106112712X XXX	09/2006	\$374,935	09/2009	\$22,356	120+ DAYS PAST DUE	\$0

AMERICA'S SERVICING CO

7495 New Horizon Way
Frederick, MD-217038388
(301) 696-7482

Account Number:	[REDACTED]	Current Status:	120+ DAYS PAST DUE
Account Owner:	Individual Account.	High Credit:	\$382,500
Type of Account [?]:	Mortgage	Credit Limit:	\$0
Term Duration:	30 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	2006/09	Balance:	\$374,935
Date Reported:	09/2009	Amount Past Due:	\$22,356
Date of Last Payment:	02/2009	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$3,726	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	15
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	03/2009 *		
Comments:	180 Days past due		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	30	60	90	120	150				
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006								*	*	*	*	*

BAC HOME
LOAN
NS SERVING CO 12639XXXX 01/2006 \$263,712 08/2009 \$14,010 120+ DAYS PAST DUE \$0

BAC HOME LNS LP/CTRYWDE

450 American St
Simi Valley, CA-930656285
(800) 669-6607

Account Number:	[REDACTED]	Current Status:	[REDACTED]
Account Owner:	Individual Account.	High Credit:	\$270,000
Type of Account [?]:	Mortgage	Credit Limit:	\$0
Term Duration:	30 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	2006/01	Balance:	\$263,712

Case 2:09-cv-01281-MAM Document 26-4 Filed 04/12/10 Page 10 of 18

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Experian: OK OK OK OK OK ND OK OK OK OK OK OK OK OK OK ND OK OK OK OK OK OK OK

^Top of Page^

AMERICAN EDUCATION SVC

EXPERIAN

EQUIFAX

TRANSUNION

Account Name: AMERICAN EDUCATION SVC
 Account Number: **[REDACTED]**
 Acct Type: Education Loan
 Acct Status: Closed *Redacted*
 Monthly Payment:
 Date Open: 10/1/1986
 Balance:
 Terms: 107 Months
 High Balance:
 Limit:
 Past Due:
 Payment Status: Paid satisfactorily
 Comments: Credit line closed-consumer request-reported by subscriber

See all 3 of your credit reports in 1! Plus, get your Free Credit Score! Order Now!

24-Month Payment History

? Legend

Date: Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar	Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar
00 00 00 00 00 00 00 00 01 01 01 01 01 01 01 01 01 01 02 02	00 00 00 00 00 00 00 00 01 01 01 01 01 01 01 01 01 01 02 02
Experian: -	OK OK OK OK OK ND OK OK

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AMERICAS SERVICING CO

EXPERIAN

EQUIFAX

TRANSUNION

Account Name: AMERICAS SERVICING CO **[REDACTED]**
 Account Number: **[REDACTED]** *Redacted*
 Acct Type: Conventional Real Estate Loan,
 Including Purchase Money First
 Acct Status: Open
 Monthly Payment: \$3,726.00
 Date Open: 9/1/2006
 Balance: \$374,935.00
 Terms: 360 Months
 High Balance:
 Limit:
 Past Due: \$22,356.00
 Payment Status: Past due 180 days
 Comments:

See all 3 of your credit reports in 1! Plus, get your Free Credit Score! Order Now!

24-Month Payment History

Date: Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep	Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
07 07 07 08 08 08 08 08 08 08 08 08 08 08 09 09 09 09 09 09	07 07 07 08 08 08 08 08 08 08 08 08 08 08 09 09 09 09 09 09
Experian: OK	OK

^Top of Page^

BAC HOME LOANS SERVICI

EXPERIAN

EQUIFAX

TRANSUNION

Account Name: BAC HOME LOANS SERVICI **[REDACTED]**
 Account Number: **[REDACTED]** *Redacted*
 Acct Type: Credit Line Secured, Revolving
 Acct Status: Closed
 Monthly Payment:
 Date Open: 10/1/2005
 Balance:
 Terms:
 High Balance: \$43,300.00
 Limit: \$43,300.00
 Past Due:
 Payment Status: Paid satisfactorily
 Comments: Credit line closed-consumer request-reported by subscriber

See all 3 of your credit reports in 1! Plus, get your Free Credit Score! Order Now!

(A10)

Redacted

[More about ASC](#)

Past Due: TransUnion
High Balance: \$22356
Term(s): 360 months
Limit:
Payment: \$3726
Opened: 09/15/2006
Reported: 09/08/2009
Responsibility: Individual

Experian

Equifax

Remarks:

[TransUnion]
[Experian]
[Equifax][Close window](#)

Late Payments (last 7 years):

30 days late: 1
60 days late: 1
90 days late: 3





PO Box 10328
Des Moines, IA 50306-0328

September 21, 2009

Kenneth J Taggart
45 Heron Rd
Holland, PA 18966

Dear Kenneth J Taggart:

RE: Loan Number [REDACTED]

America's Servicing Company (ASC) has received your correspondence dated September 11, 2009, received on September 16, 2009, regarding your mortgage loan. I have reviewed the information presented and would like to provide you with the details of my research.

Our records indicate your extended right to rescind this loan expired on September 15, 2009. Therefore, this loan no longer qualifies for rescission.

If you have additional questions, please call our Customer Relations Department at (800) 842-7654. A representative will be able to assist you Monday through Friday between the hours of 8 a.m. and 6 p.m., in your time zone.

Sincerely,

Melissa Scheetz
Written Correspondence

A12



Wells Fargo / Deutsche Bank

Home | Help | Sign In

Track & Confirm

FAQs

Received 9/15/09

Track & Confirm

Search Results

Label/Receipt Number: 0308 2040 0000 2239 9367

Class: Priority Mail®

Service(s): Delivery Confirmation™

Status: Delivered

Your item was delivered at 5:44 AM on September 15, 2009 in DES MOINES, IA 50328.

Go >

Detailed Results:

- Delivered, September 15, 2009, 5:44 am, DES MOINES, IA 50328
- Arrival at Pick-Up-Point, September 15, 2009, 5:40 am, DES MOINES, IA 50306
- Arrival at Post Office, September 15, 2009, 5:37 am, DES MOINES, IA 50318
- Acceptance, September 11, 2009, 4:44 pm, SOUTHAMPTON, PA 18966

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

Go >

[Site Map](#) [Customer Service](#) [Forms](#) [Gov't Services](#) [Careers](#) [Privacy Policy](#) [Terms of Use](#) [Business Customer Gateway](#)

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A13

Americas Servicing Company [Home](#) | [Help](#) | [Sign In](#)

Track & Confirm

Received 9/15/09

[Track & Confirm](#)[FAQs](#)

Search Results

Label/Receipt Number: 0308 2040 0000 2239 9343

Class: Priority Mail®

Service(s): Delivery Confirmation™

Status: Delivered

Your item was delivered at 5:45 AM on September 15, 2009 in DES MOINES, IA 50306.

[Go >](#)

Detailed Results:

- Delivered, September 15, 2009, 5:45 am, DES MOINES, IA 50306
- Arrival at Pick-Up-Point, September 15, 2009, 5:40 am, DES MOINES, IA 50306
- Arrival at Post Office, September 15, 2009, 5:37 am, DES MOINES, IA 50318
- Acceptance, September 11, 2009, 4:42 pm, SOUTHAMPTON, PA 18966

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

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[No FEAR Act EEO Data](#)[FOIA](#)

Equal Employment Opportunity Commission



U.S. Postal Service

A14



Wells Fargo

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Track & Confirm

Received 9/15/09

Search Results

Label/Receipt Number: 0308 2040 0000 2239 9350

Class: Priority Mail®

Service(s): Delivery Confirmation™

Status: Delivered

Your item was delivered at 5:44 AM on September 15, 2009 in DES MOINES, IA 50328.

[Go >](#)

Detailed Results:

- Delivered, September 15, 2009, 5:44 am, DES MOINES, IA 50328
- Arrival at Pick-Up-Point, September 15, 2009, 5:40 am, DES MOINES, IA 50306
- Arrival at Post Office, September 15, 2009, 5:37 am, DES MOINES, IA 50318
- Acceptance, September 11, 2009, 4:43 pm, SOUTHAMPTON, PA 18966

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

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CommissionSmall Business
Development Center

A15



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Track & Confirm

Received 9/12/09

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Search Results

Label/Receipt Number: 0308 2040 0000 2239 9374

Class: Priority Mail®

Service(s): Delivery Confirmation™

Status: Delivered

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Enter Label/Receipt Number.

Your item was delivered at 10:55 AM on September 12, 2009 in
PHILADELPHIA, PA 19103.

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Detailed Results:

- Delivered, September 12, 2009, 10:55 am, PHILADELPHIA, PA 19103
- Sorting Complete, September 12, 2009, 10:07 am, PHILADELPHIA, PA 19103
- Arrival at Post Office, September 12, 2009, 9:13 am, PHILADELPHIA, PA 19104
- Processed through Sort Facility, September 12, 2009, 12:45 am, PHILADELPHIA, PA 19176
- Acceptance, September 11, 2009, 4:42 pm, SOUTHAMPTON, PA 18966

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U.S. Equal Employment Opportunity Commission



Small Business

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GOOD FAITH ESTIMATE
Case 2:09-cv-01281-MAM Document 26-4 Filed 04/12/10 Page 17 of 18

Applicant: Kenneth J Zaggart
 Property Addr: 44 Heron Road, Southampton, PA 18966

Prepared By: Community Lending Ph. 215-887-1900
 726 Fitzwatertown Road Suite 6, Willow Grove, PA 19090

Date Prepared: 08/24/2006
 Loan Program:

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates--actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

Total Loan Amount \$	391,500	Interest Rate:	7.990 %	Term:	360 / 360 mths	
800 ITEMS PAYABLE IN CONNECTION WITH LOAN:						PFC S F POC
801 Loan Origination Fee	0.000%				\$	
802 Loan Discount	0.000%					
803 Appraisal Fee					(275.00)	
804 Credit Report					50.00	✓
805 Lender's Inspection Fee						
806 Mortgage Broker Fee						
809 Tax Related Service Fee						
810 Processing Fee					500.00	
811 Underwriting Fee						
812 Wire Transfer Fee						
INVESTOR FEE INC. UNDERWRITING & APPLICATION					995.00	
1100 TITLE CHARGES:						PFC S F POC
1101 Closing or Escrow Fee:					\$	
1105 Document Preparation Fee						
1106 Notary Fees					125.00	
1107 Attorney Fees					50.00	
1108 Title Insurance:					2,100.00	
ENDORSEMENTS					150.00	
1200 GOVERNMENT RECORDING & TRANSFER CHARGES:						PFC S F POC
1201 Recording Fees:					\$	
1202 City/County Tax/Stamps:					135.00	
1203 State Tax/Stamps:						
1300 ADDITIONAL SETTLEMENT CHARGES:						PFC S F POC
1302 Pest Inspection					\$	
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:					Estimated Closing Costs	4,105.00
901 Interest for 20 days @ \$	86.8912	per day			\$	PFC S F POC
902 Mortgage Insurance Premium					1,737.82	
903 Hazard Insurance Premium						
904						
905 VA Funding Fee						
1000 RESERVES DEPOSITED WITH LENDER:						PFC S F POC
1001 Hazard Insurance Premium	3 months @ \$	95.00 per month			\$	285.00
1002 Mortgage Ins. Premium Reserves	months @ \$	per month				
1003 School Tax	months @ \$	per month				
1004 Taxes and Assessment Reserves	6 months @ \$	350.00 per month			2,800.00	
1005 Flood Insurance Reserves	months @ \$	per month				
	months @ \$	per month				
	months @ \$	per month				
TOTAL ESTIMATED SETTLEMENT CHARGES					Estimated Prepaid Items/Reserves	4,822.82
COMPENSATION TO BROKER (Not Paid Out of Loan Proceeds):						8,927.82
TOTAL ESTIMATED FUNDS NEEDED TO CLOSE:					TOTAL ESTIMATED MONTHLY PAYMENT:	
Purchase Price/Payoff (+)	326,467.00	New First Mortgage(-)			Principal & Interest	2,869.96
Loan Amount (-)	391,500.00	Sub Financing(-)			Other Financing (P & I)	
Est. Closing Costs (+)	4,105.00	New 2nd Mtg Closing Costs(+)			Hazard Insurance	95.00
Est. Prepaid Items/Reserves (+)	4,822.82				Real Estate Taxes	350.00
Amount Paid by Seller (-)					Mortgage Insurance	
					Homeowner Assn. Dues	
					Other	
Total Est. Funds to You					Total Monthly Payment	3,314.96
<input checked="" type="checkbox"/> This Good Faith Estimate is being provided by Community Lending . A mortgage broker, and no lender has been obtained. These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the lender will take a first lien on the property. The undersigned acknowledges receipt of the booklet "Settlement Costs," and if applicable the Consumer Handbook on ARM Mortgages.						

Applicant: Kenneth J Zaggart Date: _____

Applicant: _____ Date: _____

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A17

COPY

ADJUSTABLE RATE NOTE (LIBOR Index - Rate Caps)

File Number [REDACTED]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

SEPTEMBER 15, 2006
[Date]

PHILA [City], PENNSYLVANIA
[State]

45 HERON ROAD, HOLLAND, PENNSYLVANIA 18966-2109
[Property Address]

True & Certified Copy

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$382,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Decision One Mortgage Company, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.94%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3023 HSBC Way, Fort Mill, South Carolina 29715 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$2,790.67. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1ST day of OCTOBER, 2008 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 94/100THS percentage points (6.94%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

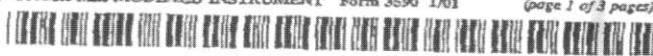
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.94% or less than 7.94%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.94% or less than 7.94%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.



A/C